Docket #0918 Date Filed: 07/24/2026

Charles B. Hendricks
State Bar No. 09451050
Nicole S. Wood
State Bar No. 24120560
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Attorneys for Carl Barney, as Trustee of the Carl Barney Living Trust and Leport Educational Institute, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	
	§	
	§	
	§	
HIGHER GROUND EDUCATION, INC.,	§	
	§	Case No. 25-80121-11 (MVL)
et al.	§	
	§	Chapter 11
Debtors.	§	
	§	
	§	

RESPONSE OF CARL BARNEY TO GUIDEPOST GLOBAL EDUCATION, INC.'S MOTION FOR EMERGENCY HEARING

Carl Barney, individually and as Trustee of the Carl Barney Living Trust, ("Barney"), by and through his undersigned counsel, and files this Response to Guidepost Global Education, Inc.'s ("GGE") Motion for Emergency Hearing (the "Response") and would respectfully state as follows:

BACKGROUND

1. On June 17, 2025, Debtor Higher Ground Education, Inc. (together with its filing subsidiaries, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court.

2. On May 13, 2026, Barney filed a lawsuit (the "California Complaint") against certain parties including GGE in the Superior Court of the State of California, Orange County (the "California Action").

3. Barney and GGE agreed to an extension of time for GGE to files its answer with the extended deadline set to expire this week by July 24, 2026. When GGE requested this extension, it did not mention any possible violation of the confirmed Chapter 11 bankruptcy plan (the "Plan") [Docket No. 649].

4. On July 23, 2026, GGE filed the current Motion for Emergency Hearing ("Motion") [Docket No. 917] related its Emergency Motion to Enforce the Plan (the "Motion to Enforce").

5. On the same day, July 23, 2026, GGE filed its Answer in the California Action along with a Notice of Stay of Proceedings.

6. GGE's requested emergency relief is now moot. The exact reason why GGE requested emergency relief is no longer an issue since GGE has filed its Answer in the California Action.

EMERGENCY RELIEF IS UNNECESSARY

7. GGE seeks extraordinary relief in the form of an emergency hearing on its recently filed Motion to Enforce. The emergency request should be denied because GGE has not established the existence of a genuine emergency, imminent irreparable harm, or any circumstances justifying departure from the Court's ordinary notice procedures.

A. <u>No Emergency Exists</u>

8. "[M]otions to expedite should be used sparingly, rather than as a matter of course." *In re Villareal*, 160 B.R. 786, 788 (W.D. Tex. 1993).

9. GGE requests an emergency hearing on its Motion to Enforce. However, the Motion for Emergency Hearing identifies no circumstance constituting a true emergency warranting expedited consideration.

10. The only harm identified by GGE is that it may be required to answer or otherwise respond to the California Complaint and incur litigation expenses. [Docket No. 917 ¶ 1]. That harm no longer exists. GGE filed an Answer denying all allegations and asserting 41 affirmative defenses. GGE's Answer is attached hereto as **Exhibit A**.

11. GGE does not identify any imminent trial setting, discovery deadline, injunction hearing, asset dissipation, or other circumstance threatening irreparable harm. Instead, GGE merely asserts that it would prefer to avoid the ordinary burdens associated with defending litigation. (Doc. 917 ¶ 1; Doc. 916 ¶ 24). GGE admits that the parties previously agreed to extend GGE's deadline to respond to the California Complaint, demonstrating that no immediate crisis existed when the California Action was filed. [Docket No. 917 ¶ 1].

12. "… if an expedited hearing is sought, it must appear clearly from the pleadings not only that there is an emergency but also that it is not an emergency of the movant's own making." *In re Villareal*, 160 B.R. 786, 787 (W.D. Tex. 1993).

13. Here, GGE has created its own emergency. GGE delayed over two months seeking this type of relief within the time Barney consensually agreed to extend the answer deadline in the California Action.

14. Just as GGE created its own emergency, it resolved it too by filing an Answer in the California Action.

15. The purported emergency would create unnecessary work for the Court and interfere with its orderly disposition of motions.

16. "… the motion to expedite should address the question of prejudice to other parties otherwise entitled to notice. The principal victim whenever the court grants an expedited hearing is the due process rights of affected creditors and parties in interest." *In re Villareal*, 160 B.R. 786, 788 (W.D. Tex. 1993).

17. Here, GGE does not address the prejudice to Barney in its Motion. The Motion mentions that Barney was "aware of the Plan Injunction" [Docket No. 917 ¶ 1] but does not explain GGE's failure to mention a possible Plan violation when it requested an extension of time to answer the California Complaint. Barney's due process rights would be affected by an emergency hearing on any alleged Plan violations without the proper time to prepare a response and defend himself.

18. Additionally, the Court's emergency-motion procedures require a movant to demonstrate why relief cannot await normal notice and hearing requirements. (https://www.txnb.uscourts.gov/content/judge-michelle-v-larson#Emergency/expedited%20requests). GGE's Motion contains no evidence that a hearing on regular notice would impair the Court's ability to enforce the Plan. The Plan expressly preserves the Court's continuing jurisdiction to interpret and enforce the Plan, Confirmation Order, releases, and injunction provisions after confirmation.

19. The Court's procedures on emergency motions go on to state: "[c]ertificates of conference are important to the court in evaluating what parties-in-interest have been contacted and do not oppose the request." (https://www.txnb.uscourts.gov/content/judge-michelle-v-larson#Emergency/expedited%20requests).

20. Here, Counsel for GGE emailed Jonathan Schmidt, James Carter, and Kelli Dreger, California litigation counsel, as part of his Certificate of Conference. However, GGE Counsel did not contact Charles Hendricks, local bankruptcy counsel for Barney. Mr. Schmidt forwarded the

email to Mr. Hendricks to notify him instead. This email thread is attached hereto as **Exhibit B**. Mr. Hendricks has not received any contact from GGE's Counsel despite being the main participant on Barney's behalf in this bankruptcy case.

21. Mr. Hendricks notified the Court of his intention of filing this Response.

B. The Motion to Enforce Raises Complex Issues That Require Full Briefing

22. The Plan provisions relied upon by GGE are neither simple nor self-executing. The Motion to Enforce requests the Court to determine:

- whether Barney's California Action includes claims released under the Plan;
- whether the claims are direct or derivative;
- whether the claims belong to Barney, LePort Educational Institute, the Liquidating Trust, or another party;
- whether the allegations involve post-confirmation conduct;
- whether all California defendants qualify as Released Parties; and
- whether due process permits enforcement of the Plan against the claims asserted.

[Docket No. 916].

23. These questions require careful analysis of Articles 4, 10, and 12 of the Plan, the Confirmation Order [Docket No. 708], and the California Complaint.

24. In the Motion to Enforce, GGE assumes Barney's claims were released. [Docket No. 916 ¶ 25]. The Plan, however, requires a judicial determination regarding whether a claim is "colorable" before the Court decides whether prosecution may proceed. The Plan therefore contemplates substantive review, notice, and hearing—not summary emergency adjudication.

25. The California Complaint alleges newly discovered information concerning Learn Capital, GGE, Mauro, and Hutter, and alleges facts learned through discovery conducted during the

bankruptcy proceedings. Whether those allegations fall within the scope of any release or injunction under the Plan is a question of merits that requires full briefing.

26. Because the Court retains jurisdiction to adjudicate any alleged violation of the Plan, there is no risk such jurisdiction will be lost if the matter proceeds on a normal schedule.

27. The Court should not determine such issues on an abbreviated emergency schedule.

CONCLUSION

28. GGE has shown no emergency, much less one not of its own making, that would justify shortened notice, expedited briefing, or an emergency hearing. The emergency Motion should therefore be denied without reaching the merits of the Motion to Enforce on a truncated timeline that would inconvenience the Court, Barney, and his counsel.

WHEREFORE, Barney respectfully requests that this Court deny GGE's Motion for an Emergency Hearing on the Motion to Enforce.

Dated: July 24, 2026

Respectfully submitted,

/s/ Nicole S. Wood

Charles B. Hendricks
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State Bar No. 24120560
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Attorneys for Carl Barney, individually and as Trustee of the Carl Barney Living Trust, and Leport Educational Institute, Inc.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on July 24, 2026 by electronic transmission through the Court's automated Case Management and Electronic Docketing System for the U.S. Bankruptcy Court for the Northern District of Texas on all parties-in-interest submitting to service of papers in this case by said means and via U.S. First Class Mail on the following parties:

/s/ Nicole S. Wood
Nicole S. Wood

NEWMEYER & DILLION LLP
J. NATHAN OWENS, CBN 198546
Nathan.Owens@ndlf.com
JEFFREY R. BROWER, CBN 265099
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Attorneys for Defendants LEARN CAPITAL, LLC; and GUIDEPOST GLOBAL EDUCATION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

CARL B. BARNEY, individually, as Trustee of the Carl Barney Living Trust, and derivatively on behalf of LEPORT EDUCATIONAL INSTITUTE, INC., a California corporation, Plaintiffs, v. LEARN CAPITAL, LLC; et al., Defendants.	Case No. 30-2026-01571029-CU-MC-CJC Assigned for all Purposes to: Hon. Lee Gabriel Dept. C32 **DEFENDANT GUIDEPOST GLOBAL EDUCATION, INC.'S ANSWER TO COMPLAINT** Action Filed: May 13, 2026 Trial Date: None set

Pursuant to Code of Civil Procedure section 431.10, *et seq.*, Defendant GUIDEPOST GLOBAL EDUCATION, INC. ("Defendant") answers the Complaint of Plaintiff CARL B. BARNEY ("Plaintiff"). Defendant denies, both generally and specifically, each and every allegation of the Complaint and denies that Plaintiff is entitled to any relief whatsoever.

AFFIRMATIVE DEFENSES

Defendant pleads the following separate defenses. Defendant reserves the right to assert additional affirmative defenses that discovery indicates are proper.

/ / /

FIRST AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

1. The Complaint is barred and fails to state a cause of action by reason of the provisions of Civil Code section 1521 et seq. concerning accord and satisfaction.

SECOND AFFIRMATIVE DEFENSE

(Acquiescence)

2. Plaintiff acquiesced to any conduct engaged in by Defendant.

THIRD AFFIRMATIVE DEFENSE

(Another Action Pending)

3. Plaintiff's claims are barred, in whole or in part, to the extent they are precluded by the doctrine of abatement and/or the presence of another action pending on the same subject.

FOURTH AFFIRMATIVE DEFENSE

(Apportionment)

4. Defendant is informed and believes that any and all events, happenings, and occurrences in connection with the allegations of the Complaint were proximately caused by persons or entities other than Defendant. To the extent such alleged injuries or damages, if any, were caused by other parties or entities, there must be an apportionment of liability between and among these parties or entities, and Defendant is entitled to indemnity and/or contribution from, such causing or contributing parties or entities, to the extent that each such causing or contributing party or entity is determined to have caused or contributed to Plaintiff's alleged injuries or damages, if any.

FIFTH AFFIRMATIVE DEFENSE

(Complete Performance)

5. Defendant has appropriately, completely, and fully performed and discharged any and all obligations and legal duties arising out of the matters alleged in the Complaint.

/ / /

SIXTH AFFIRMATIVE DEFENSE

(Compliance with Applicable Laws)

6. Plaintiff's claims are barred in whole or in part by reason of Defendant's compliance with all applicable laws, statutes and regulations.

SEVENTH AFFIRMATIVE DEFENSE

(Conduct of Third Persons)

7. Defendant is informed and believes that any and all events, happenings, and occurrences in connection with the allegations of the Complaint, and alleged resulting damages, if any, sustained by Plaintiff, were wholly, directly, and proximately caused by the willful or negligent acts or omissions of third parties over whom Defendant exercised no control and for whom Defendant is not otherwise responsible.

EIGHTH AFFIRMATIVE DEFENSE

(Consent)

8. Plaintiff expressly or impliedly consented to and approved all the acts and omissions about which Plaintiff now complains. Accordingly, Plaintiff is barred from pursuing this action.

NINTH AFFIRMATIVE DEFENSE

(Estoppel)

9. By conduct, representations and omissions, Plaintiff is equitably estopped to assert any claim for relief against this Defendant respecting the matters which are the subject of the Complaint.

TENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

10. Without peril to Defendant's denial of the existence of every alleged defect and claimed damage, Defendant alleges that Plaintiff, while knowing of the purported defects and damages complained of, if any there be, failed to undertake to mitigate his damages and/or increased its damages, if any there be. Accordingly, if Plaintiff suffered

any damages proximately caused by Defendant, which Defendant expressly denies, such damages should have been mitigated by reasonable efforts on the part of Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

11. Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action upon which relief can be granted against Defendant. The Complaint also seeks relief against Defendant that is not properly recoverable by Plaintiff, and Plaintiff is therefore barred from any recovery against Defendant.

TWELFTH AFFIRMATIVE DEFENSE

(Justification)

12. The conduct of Defendant with respect to the matters alleged in the Complaint was justified, and, by reason of the foregoing, Plaintiff is barred from any recovery against Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

(Laches)

13. Plaintiff is barred from any recovery against Defendant by reason of the doctrine of laches and undue delay in giving notice to Defendant of the matters alleged in the Complaint and in commencing this litigation.

FOURTEENTH AFFIRMATIVE DEFENSE

(Lack of Capacity to Sue)

14. The capacity of the Plaintiff to sue is not shown by the Complaint and is open to question and uncertainty. To the extent Plaintiff is lacking capacity to sue, he cannot proceed in this action.

FIFTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

15. Plaintiff lacks standing to seek the relief against Defendant that he pursues in his Complaint.

/ / /

SIXTEENTH AFFIRMATIVE DEFENSE

(Misjoinder)

16. Defendant is improperly joined as a Defendant in this action. As a result, there is a defect or misjoinder of parties pursuant to California Code of Civil Procedure section 430.10(d). Accordingly, this action should not be permitted to proceed against this Defendant.

SEVENTEENTH AFFIRMATIVE DEFENSE

(No Duty Owed)

17. No duty was owed by Defendant to Plaintiff. If a duty is alleged to have existed, Defendant acted in good faith and did not directly or indirectly perform any acts whatsoever which would constitute a breach of any duty owed to Plaintiff.

EIGHTEENTH AFFIRMATIVE DEFENSE

(No Entitlement to Attorneys' Fees)

18. The Complaint, and each cause of action contained therein, fails to allege any facts or any legal theory sufficient to entitle Plaintiff to recover attorneys' fees in this action.

NINETEENTH AFFIRMATIVE DEFENSE

(No Proximate Cause)

19. The acts and/or omissions, if any, of Defendant were not the proximate cause of the losses, damage or injuries alleged in the Complaint.

TWENTIETH AFFIRMATIVE DEFENSE

(Nonjoinder)

20. The purported claims and causes of action contained in the Complaint require, for their complete adjudication, the joining of additional, necessary or indispensable parties, without whom the purported claims and causes of action cannot be fully, finally and completely resolved.

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/ / /

NEWMEYER DILLION

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Performance by Law)

21. Each claimed act or failure to act alleged by Plaintiff was performed or not performed under the express authority of statute or pursuant to other requirements of law and, therefore, the Complaint and each cause of action asserted against Defendant are barred.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Preemption)

22. To the extent Plaintiff's Complaint is inconsistent with preemptive federal law, Plaintiff's claims are preempted.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Primary Jurisdiction)

23. Plaintiff's claims are barred under the doctrines of primary jurisdiction and/or exhaustion of remedies to the extent that the conduct alleged in the Complaint falls within the purview of an administrative or other agency or body that regulates the conduct at issue.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Lack of Jurisdiction)

24. The California Superior Court in which Plaintiff's claims are brought lacks jurisdiction over the claims.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Privilege)

25. Plaintiff's claims against Defendant are barred in that any conduct by Defendant was privileged.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Public Policy)

26. Plaintiff's claims are barred by public policy.

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NEWMEYER DILLION

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Ratification)

27. Plaintiff expressly ordered, approved, authorized, participated in and ratified the actions and transactions complained of and the actions upon which recovery is allegedly sought, and Plaintiff is accordingly precluded from recovery.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Release)

28. By virtue of Plaintiff's conduct both before and after the events alleged in the Complaint, all alleged rights, claims, and obligations which Plaintiff seeks to enforce against Defendant have been released.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Res Judicata / Collateral Estoppel)

29. Plaintiff's claims are barred, in whole or in part, to the extent they are subject to the doctrines of res judicata and/or collateral estoppel.

THIRTIETH AFFIRMATIVE DEFENSE

(Statute of Limitations)

30. Plaintiff's Complaint and the allegations contained therein are barred or diminished, in whole or in part, by the applicable statutes of limitation, including, but not limited to, California Code of Civil Procedure sections 337, 338, 339, 340, and 343, Civil Code sections 3439.09, Bus. & Prof. Code, § 17208, and *Agency Holding Corp. v. Malley-Duff & Associates, Inc.* (1987) 483 U.S. 143, including any subparts contained therein.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Unclean Hands)

31. Plaintiff, through his conduct, acts and omissions, is barred by the doctrine of unclean hands from recovering any damages or other relief herein against Defendant.

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NEWMEYER DILLION

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Unjust Enrichment)

32. The Complaint and each cause of action contained therein are barred by the doctrine of unjust enrichment.

THIRTY-THIRD AFFIRMATIVE DEFENSE

(Waiver)

33. Plaintiff, through his conduct, acts and omissions, has waived, relinquished and/or abandoned any claim for relief against this Defendant respecting matters which are the subject of the Complaint.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

(Willful Misconduct)

34. Defendant is informed and believes and thereon alleges that Plaintiff was guilty of willful misconduct and proximately contributed to the occurrence of the events complained of in Plaintiff's Complaint and the damages alleged to have been suffered therein, and Plaintiff is therefore precluded from comparing such conduct with the alleged fault on the part of this answering Defendant, if any.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Good Faith and Reasonably Equivalent Value)

35. Any transfer or obligation at issue in Plaintiff's complaint was obtained by Defendant in good faith and for a reasonably equivalent value.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

(Lack of Racketeering Activity)

36. Plaintiff's Complaint and the allegations contained therein are barred due to the failure to satisfy 18 U.S.C. § 1961(1).

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(Lack of Participation in the Conduct at Issue)

37. Plaintiff's Complaint and the allegations contained therein fails to establish that Defendant participated in any enterprise under 18 U.S.C. 1962.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(Statutory Safe Harbor)

38. Plaintiff's Complaint and the allegations contained therein fail because Defendant acted in compliance with legislation

THIRTY-NINTH AFFIRMATIVE DEFENSE

(Lack of Injury in Fact)

39. Plaintiff's Complaint and the allegations contained therein fail because Plaintiff did not suffer an injury in fact.

FORTIETH AFFIRMATIVE DEFENSE

(Invalid Assignment)

40. Plaintiff's Complaint alleges an assignment of claims that Defendant is informed and believes is and was invalid.

FORTY-FIRST AFFIRMATIVE DEFENSE

(Unstated Additional Defenses)

41. Defendant presently has insufficient knowledge and information on which to form a belief as to whether there exists additional, as yet unstated, affirmative defenses. Defendant reserves herein the right to assert additional affirmative defenses in the event that discovery indicates that such a defense would be appropriate.

WHEREFORE, Defendant prays for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;

2. That Plaintiff take nothing by reason of this Complaint and that judgment be entered against Plaintiff and in favor of Defendant;

3. That Defendant be awarded its costs incurred in defending this action;

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NEWMEYER DILLION

4. That Defendant be granted such other and further relief as the Court may deem just and proper.

Dated: July 23, 2026

NEWMEYER & DILLION LLP

By: _____

J. Nathan Owens
Jeffrey R. Brower
Madison J. Trust
Attorneys for Defendant LEARN CAPITAL, LLC; and GUIDEPOST GLOBAL EDUCATION, INC.

NEWMEYER DILLION

PROOF OF SERVICE

Barney v. Learn Capital
OCSC Case No. 30-2026-01571029-CU-MC-CJC

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Susan L. Peterson, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 895 Dove Street, Second Floor, Newport Beach, CA 92660. My business email address is Sue.Peterson@ndlf.com. On July 23, 2026, I served true copies of the within document(s):

DEFENDANT GUIDEPOST GLOBAL EDUCATION, INC.'S ANSWER TO COMPLAINT

BY E-MAIL: I electronically transmitted the above document(s) to the person(s) at the e-mail address(es) listed in the Service List below.

Please see attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 23, 2026, at Newport Beach, California.

Susan L. Peterson

Susan L. Peterson

NEWMEYER DILLION

SERVICE LIST
Barney v. Learn Capital
OCSC Case No. 30-2026-01571029-CU-MC-CJC

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[PLAINTIFF]

NEWMEYER DILLION

From: Schmidt, Jonathan P. (Orange County)
To: Nikki Wood
Subject: Fw: Guidepost Global Education / Learn Capital LLC Letter
Date: Thursday, July 23, 2026 6:15:47 PM
Attachments: image002.png
image003.png
image287857.png
image019856.png
649 - Modified Second Amended Plan.pdf

Jonathan P. Schmidt
Attorney at Law

Jackson Lewis P.C.
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Direct: (949) 885-1372 | Main: (949) 885-1360
Jonathan.Schmidt@jacksonlewis.com | www.jacksonlewis.com

From: Schmidt, Jonathan P. (Orange County) <Jonathan.Schmidt@jacksonlewis.com>
Sent: Thursday, 23 July 2026 10:07:57
To: Chuck Hendricks <chuckh@chfirm.com>; Don Wanland <donwanland2@gmail.com>
Subject: FW: Guidepost Global Education / Learn Capital LLC Letter

Here's the response with a request to see if we oppose the emergency hearing (rather than discuss).

Jonathan P. Schmidt
Attorney at Law

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Irvine, CA 92618
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Jonathan.Schmidt@jacksonlewis.com | www.jacksonlewis.com

From: Jason Binford <JBinford@krcl.com>
Sent: Wednesday, July 22, 2026 12:21 PM
To: Schmidt, Jonathan P. (Orange County) <Jonathan.Schmidt@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Dreger, Kelli M. (Orange County) <Kelli.Dreger@jacksonlewis.com>
Subject: RE: Guidepost Global Education / Learn Capital LLC Letter

Jon,

The plan injunction entered by the bankruptcy court requires litigants to seek relief from the bankruptcy court prior to filing any "colorable" claims against the Reorganized Debtor or any Released Party. See Plan at Section 10.1 (copy attached). Mr. Barney, both on behalf of himself individually and his trust, filed an objection to the disclosure statement in the bankruptcy case making identical allegations and asserting identical claims to those that were then brought post-Effective Date in California. Same thing with Mr. Barney's proof of claim he filed in the bankruptcy case (that is, identical claims and causes of action). Guidepost Global Education, Inc. is a "Released Party" under the Plan and, as an active participant in the bankruptcy case, Mr. Barney cannot make a reasonable argument that he was not aware of the injunction or its terms requiring him to seek relief first in bankruptcy court.

I have been directed by my client to file an emergency motion in the bankruptcy court seeking to enforce the terms of the plan injunction. We will be seeking a hearing the week of August 3. For the purposes of the Certificate of Conference, please advise if you oppose such an emergency setting.

Thank you,

JASON BINFORD
DIRECTOR
KRCL
Kane Russell Coleman Logan PC
401 Congress Avenue | Suite 2100 | Austin, Texas 78701
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From: Schmidt, Jonathan P. (Orange County) <Jonathan.Schmidt@jacksonlewis.com>
Sent: Tuesday, June 30, 2026 12:58 PM
To: Jason Binford <JBinford@krcl.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Dreger, Kelli M. (Orange County) <Kelli.Dreger@jacksonlewis.com>
Subject: RE: Guidepost Global Education / Learn Capital LLC Letter

Hi, Jason. Thank you for the letter. Could you please identify which claims you believe belong only to the bankruptcy estate? Then, we will review those and we can discuss. Thank you.

Best,
Jon

Jonathan P. Schmidt
Attorney at Law

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From: Jason Binford <JBinford@krcl.com>
Sent: Wednesday, June 17, 2026 2:03 PM
To: Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Schmidt, Jonathan P. (Orange County) <Jonathan.Schmidt@jacksonlewis.com>; Dreger, Kelli M. (Orange County) <Kelli.Dreger@jacksonlewis.com>
Cc: Gregory Dickenson <gdickenson@guideposteducation.com>; Nathan Owens <nathan.owens@ndlf.com>
Subject: re: Guidepost Global Education / Learn Capital LLC Letter

Counsel,

Please see attached letter.

JASON BINFORD
DIRECTOR
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Tel 512.487.6566
krcl.com | **krclblogs.com**

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